

CONDITIONS OF SALE

1. COMMISSION & CHARGES

Commission to the Vendor for selling is as per Signed Client Instructions Letter.

2. Photographs and Illustrations. A fee will be charged at the current rate where applicable. The Vendor gives the Auctioneer full and absolute right to use photographs and illustrations of lots at any time at its absolute discretion (whether or not in connection with the auction).

3. Definitions. In these Conditions Bagshaws LLP act only as auctioneers and agents and the representative of Bagshaws LLP conducting the auction is called "the Auctioneer".

4. General. Whilst Bagshaws LLP make every effort to ensure the accuracy of their catalogues and the description of any lot:-

- (a) Each lot as set out in the catalogue or as divided or combined with any other lots or lots is sold by the vendor with all faults, imperfections and errors of descriptions.
- (b) Bagshaws LLP do not accept responsibility for the authenticity, attribution, genuineness, origin, authorship, date, age, period, condition or quality of any lot unless they have been instructed in writing by the seller to so certify, and in such case the Auctioneer does so as agents of the seller and are not themselves responsible for such claims.
- (c) All statements whether printed in the catalogue or made orally as to any of the matters set out in (b) above are statements of opinion only and are not to be taken as being or implying any warranties of fact by Bagshaws LLP unless they have been instructed in writing by the sellers to so certify, and in such case the Auctioneer does so as agents of the seller and are not themselves responsible for such claims.

5. The Auction. (a) The Auctioneer has absolute discretion to divide any lot, to combine any two or more lots or withdraw any lot or lots from sale, to refuse bids, regulate bidding or cancel the sale without in any case giving any reason or without previous notice. He may bid on behalf of the vendor for all goods which are being offered subject to reserve or at the Auctioneer's discretion.

(b) The highest bidder shall be the buyer. The Auctioneer may at his sole discretion determine the advance of bidding or refuse a bid. If during the auction the Auctioneer considers that a dispute has arisen, he has absolute discretion to settle it or re-offer the lot.

(c) Each lot is put up for sale subject to any reserve price placed by the vendor. Where there is no reserve price (but not otherwise) the seller has the right to bid either personally or by any one person (who may be the Auctioneer).

(d) All conditions, notices, descriptions, statements and other matters in the catalogue and elsewhere concerning any lot are subject to any statements modifying or affecting the same made by the Auctioneer from the rostrum prior to any bid being accepted for the lot.

6. Auctioneer's Right to Annul Sales. In the event of any dispute or refusal to pay, or non-payment on the part of the Purchaser, the Auctioneers may entirely at their discretion annul and cancel the sale of such lot(s).

7. Default. Bagshaws LLP disclaim responsibility for default by either the buyer or the vendor because they act as Auctioneers only and therefore do not pay out to the vendor until payment is received from the buyer.

8. Third Party Liability. Every person on Bagshaws LLP premises at any time shall be deemed to be there at his own risk. He shall have no claim against Bagshaws LLP in respect of any accidents which may occur or injury, damage or loss howsoever caused, save in so far as the injury, damage or loss shall be caused by the negligence of Bagshaws employees.

9. Instructions. As Bagshaws LLP are auctioneers all goods delivered to the sale site / premises will be deemed to be delivered for sale by auction unless otherwise stated in writing and will be catalogued and sold at Bagshaws discretion and accepted by Bagshaws LLP subject to all the sale conditions. By delivering the goods to Bagshaws LLP for inclusion in their auction sales each vendor acknowledges that he or she has accepted and agreed to be bound by all these Conditions.

10. Health & Safety. Any person bringing onto any premises used by Bagshaws LLP any hazardous substances must provide the relevant information for use by the Auctioneers, members of the public and prospective purchasers. Vendors of all goods are reminded of their duty to comply with relevant Health & Safety Acts. Vendors must ensure any plant, machinery or other goods are safe for normal usage and comply with all relevant regulatory requirements, or make Bagshaws aware of any known defects that could affect the safe operation of the equipment. Purchasers are reminded that any second hand goods purchased through an auction sale should be thoroughly checked by a competent person before use.

11. Electrical and Mechanical Goods. The seller and consigner of electrical or mechanical goods undertakes to Bagshaws LLP that on the date received by Bagshaws LLP that the same are safe if reasonably used for the purpose which they were designed and free from any defect not obvious on external inspection which could prove dangerous to human health and will indemnify Bagshaws LLP against any loss or damage suffered by any breach of the above warranty.

12. Soft Furnishings. The sale of soft furnishings is strictly regulated by statute law in the interests of fire safety. Goods found to infringe safety regulations will not be offered and must be removed at your expense. We reserve the right to dispose of unsafe goods as refuse at your expense.

13. Collection. Bagshaws LLP do not themselves undertake the collection of goods but will, if required in writing, instruct a contractor on the vendor's behalf in their capacity as agents. Bagshaws LLP disclaim all responsibility for loss or damage to goods or for unauthorised removal of goods and for damage to premises caused by the contractor who should be insured for such risks.

14. Storage. Bagshaws LLP reserve the right to store or arrange for the storage of goods delivered to them for sale either on their own premises or elsewhere at their sole discretion. They exempt themselves from any liability for loss or damage to goods delivered to their auction premises / site without sufficient sale instructions. Bagshaws LLP reserve the right to make a storage charge for such goods.

15. Right to sell. Vendors will be charged for goods left on the premises if the vendor has been requested to remove them and if the goods are not removed within five days of such request Bagshaws LLP reserve the right to sell the goods without reserve to defray costs and storage charges.

16. Loss or Damage. Bagshaws LLP disclaim all responsibility for loss or damage to goods or for unauthorised removal of goods unless caused by the negligence of their employees.

17. IMPORTANT NOTICE. At all times prior to the fall of the hammer goods remain the responsibility of the vendor and thereafter the responsibility of the purchaser at no time do auctioneers accept responsibility other than when due care is expected of an agent.

18. Insurance. (a) Vendors are advised that to ensure adequate insurance cover for their goods, they are recommended to extend their own insurance policy to cover loss or damage whilst in the custody of Bagshaws LLP.

(b) Bagshaws LLP shall not be responsible for accidental breakage, loss or damage howsoever caused unless directly caused by negligence of their employees.

(c) Bagshaws LLP shall not be responsible for damage to or the loss, theft or destruction of any goods not so insured by the owners.

19. Reserves. (a) All goods are put up for sale WITHOUT RESERVE unless written instructions are received by Bagshaws LLP

(b) In the event of any reserve price not being reached at auction, Bagshaws are empowered to sell after the auction, by private treaty, at not less than the reserve price, as long as the goods remain on Bagshaws LLP premises / the sale site.

20. Bidding increments. Bidding increments will be at the Auctioneer's sole discretion.

21. Indemnity. The vendor shall duly indemnify Bagshaws LLP against any claims in connection with any goods sold by Bagshaws LLP on the vendor's behalf.

22. Value Added Tax. A vendor who sends for sale by auction any item(s) which is an asset of his own business must disclose to the Auctioneer whether or not he is a registered person for Value Added Tax purposes, and, if so his registered number. This information must be supplied to the Auctioneer on or prior to delivery of the goods. All Auctioneers charges are subject to Value Added Tax, unless stated otherwise.

23. Final payment is made directly to the vendor by post within 14 days following the date of sale. If your items do not sell, you must collect them as soon as possible after the sale.

24. RICS. Any monies held on your behalf will be held in a Clients Bank Account (no 6 – Auction Sale account) at the Royal Bank of Scotland, Uttoxeter. Furthermore for your protection, Bagshaws LLP adhere to the Client Monies rules of the RICS. Any incidental interest earned on such monies will be retained by Bagshaws LLP, and by instructing Bagshaws LLP to act on your behalf, you are agreeing to this course of action.

25. Complaints. A copy of Bagshaws LLP complaints procedure is available upon request.

BUYERS CONDITIONS OF SALE

1. The buyer shall pay the hammer price together with V.A.T as necessary to the Auctioneers on the day of sale and if demanded by the Auctioneers or their clerk at any time during the progress of the sale shall be paid forthwith. The majority of items sold will be subject to V.A.T. at the usual rate, which will be charged in addition to the auction price. Lots from unregistered Vendors will be indicated at the time of sale.

2. Not only will any bidder or purchaser at any sales be deemed to be purchasing, or to have purchased, in full knowledge of, and agreement with, these and any other printed or announced conditions of sale, he will also be deemed to be in full knowledge of, and agreement with such other conditions of sale as are on display during normal office hours in the offices of the Auctioneers.

3. Property and Risk. Legal title will not pass to the buyer until the lot(s) has been paid for in full and the Auctioneers shall be entitled to a lien on any lot sold until the purchase price is paid in full but each lot is at the sole risk of the buyer from the fall of the hammer. If the buyer fails to pay in full, the lot may at the Auctioneer's discretion be put up again and re-sold.

4. Inspection. Each buyer making a bid for a lot acknowledges that he has satisfied himself fully before bidding by Inspection or otherwise as to all Sale Conditions the physical condition of and description of the lot including but not restricted to whether the lot is damaged or has been repaired or restored.

5. Bagshaws LLP do not accept responsibility for the authenticity, attribution, genuineness, origin, authorship, date, age, period, condition or quality of any lot unless they have been instructed in writing by the seller to so certify, and in such case the Auctioneer does so as agents of the seller and are not themselves responsible for such claims.

6. All statements whether printed in the catalogue or made orally as to any of the matters set out above are statements of opinion only and are not to be taken as being or implying any warranties of fact by Bagshaws LLP unless they have been instructed in writing by the sellers to so certify, and in such case the Auctioneer does so as agents of the seller and are not themselves responsible for such claims.

7. Bids. (a) In Person-bidding: You will need to register for each auction by completing a Buyer Registration Form at the office. Once you have provided us with your name, address and contact telephone number you will be allocated a bidding number which is used to indicate your bids to the auctioneer during the auction.

(b) Telephone bids: Buyers wishing to bid by telephone during a sale should make their request at least one working day before the sale by telephoning 07531 077746. You will be informed whether this service is available, which is not guaranteed.

(c) Commission Bids: We will be pleased to execute bids on behalf of intending buyers, and no charge is made for this service. Lots will be purchased as cheaply as permitted by other bids and reserves. Bids must be submitted to the site office prior to 5.30pm on the day before the sale, and should be entered on the form provided. Bids left by telephone will be accepted only on the condition that they are the bidder's risk, and must in any case be confirmed in writing.

(d) Buyer registration. For purchasers unknown to Bagshaws LLP the following identification is required for in person bidding/ commission bids/ telephone bidding:- A copy of either passport, driving licence, building society or bank book, or bank reference along with a copy of a recent bank statement or utility bill.

8. Bidding increments. Bidding increments will be at the Auctioneer's sole discretion.

9. Payment. (a) Bagshaws LLP are able to accept cash payments (provided that the total does not exceed the equivalent in sterling of €15,000.)

(b) Bagshaws LLP are able to accept payments by cheque (with cheque guarantee card); goods will only be released once the cheque has been cleared. Goods under £500 may be released on the approval of a partner, senior valuer / Auctioneer or partnership accountant. Cheques drawn by third parties, whether in the Auctioneer's favour or requiring endorsement, cannot be accepted.

(c) Bagshaws LLP are able to accept payment by most debit cards and credit cards in settlement of clients' accounts up to a maximum of £1000 per auction transaction. No charge will be made in respect of payments made by a recognised bank debit card (Switch, Delta or Visa debit cards). However a surcharge equal to 3.0% (plus VAT at the appropriate rate) of the amount payable will be levied in respect of payments made by Mastercard or Visa credit cards. Bagshaws LLP regrets that it is not able to accept payment by certain credit or charge cards. Photo identification and a recent bank statement or current utility bill may be required for card transactions, a copy of which may be taken.

10. Removal of Goods. (a) No purchase shall be claimed or removed until it has been paid for.

(b) Goods will not be released until full, cleared payment has been received. Goods will be handed over upon sight of a paid invoice and if a paid invoice is not produced then written authority of the purchaser and confirmation of all funds being cleared for payment of the account will be required.

(c) When goods are collected by a non-recognised party or courier, photo identification will be required, a copy of which will be taken, along with a note of the registration number of vehicle used.

(d) All purchases shall be paid for and removed at the buyer's risk and expense by the end of the fifth day after the sale. If they are not paid for and removed within 5 days of the sale the Auctioneer may re-sell them by auction or privately without notice to the buyer. Any liability which there may be on the part of the Auctioneer in respect of any loss shall be restricted to a maximum of the price paid by the buyer of the lot sold.

(e) In the event of any failure of the buyers to comply with any of the above conditions the damages recoverable by the seller or the Auctioneers from the defaulter shall include any loss arising on any re-sale of the lot, together with the charges in respect of both sales.

11. Health & Safety. Purchasers are reminded that any goods purchased through an auction sale should be thoroughly checked by a competent person before use and ensure that the items comply with all relevant Health & Safety Regulations.

12. IMPORTANT NOTICE: At all times prior to the fall of the hammer goods remain the responsibility of the vendor and thereafter the responsibility of the purchaser at no time other than when due care is expected of an agent do auctioneers accept responsibility. The insurance of goods is always the duty of the owner.

13. Photographs and Illustrations. The Buyer gives the Auctioneer full and absolute right to use photographs and illustrations of lots bought at auction at any time at its absolute discretion (whether or not in connection with the auction).

14. Right of Admission. The right is reserved to refuse admission to the Auction premises and any premises used by Bagshaws LLP without giving a reason.